

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

| | | |
|-------------------|------------------|-----------------------|
| Keith E. Young | <u>Debtor(s)</u> | CHAPTER 13 |
| M&T BANK | <u>Movant</u> | |
| vs. | | NO. 20-10594 PMM |
| Keith E. Young | <u>Debtor(s)</u> | |
| Scott F. Waterman | <u>Trustee</u> | 11 U.S.C. Section 362 |

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,210.38**, which breaks down as follows;

Fees & Costs Relating to Motion: \$1,238.00
Suspense Balance: (\$27.62)
Total Post-Petition Arrears \$1,210.38

2. The Debtor(s) shall cure said arrearages in the following manner;

a) Beginning March 26, 2021 and continuing through August 26, 2021, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$874.69** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the twenty-sixth (26th) day of each month, plus an installment payment of **\$201.73** towards the arrearages at the address below:

M&T BANK
PO Box 1288
Buffalo, NY 14240

b) Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 12, 2021

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant

Date: 3/30/2021

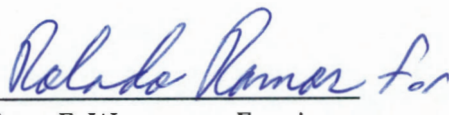

JOHN R.K. SOLIZ ESQUIRE
Attorney for Debtor(s)

Approved by the Court this 13th day of April, 2021. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Patricia M. Mayer

Date: 4/9/2021


Scott F. Waterman, Esquire
Chapter 13 Trustee